Chief Minister (**Sri. C. Kesavan**) :

(*a*) Three—Avoli
Arakuzha
Marika

(*b*) Avoli and Arakuzha are functioning now but Marika Village Uplift Centre has been abolished and the work of that centre has been taken over by the Koothattukulam Village Union.

(*c*) The amount allotted for each Village Uplift Centre is Rs. 25,000. But Avoli centre has been given an additional allotment of Rs. 2,000 for the construction of 4 wells.

(*d*)

	Sanctioned Rs.	*Spent* Rs.
Avoli	27,000	25,000
Arakuzhi	25,000	19,025
Marika	25.000	11,970

PANCHAYAT ACT

*853. [51] **Sri. P. M. Varghese :** Will the Hon'ble Minister for Local Self Government be pleased to state :

(*a*) what the reasons are for delaying the implementation of the new Panchayat Act : and

(*b*) the time when Panchayats will regularly begin to function ?

Chief Minister (**Sri. C. Kesavan**) :

(*a*) Panchayats can be constituted only after completing the preliminary steps. There is no delay in taking the necessary preliminary steps. The final electoral rolls, according to which elections are to be conducted, will be ready only by the end of July 1951.

(*b*) Before the end of this year.

OPENING OF A SLUICE

*854. [56] **Sri Alias Mary Antony :** Will the Hon'ble Minister for Public Works and Communications be pleased to state :

(*a*) Whether it was after the Hon'ble Minister had visited the entire site and convinced of the great utility and good that would accrue by opening the sluice from 7/S EBC that he passed final orders and instructed the Chief Engineer in September 1950 to proceed with the work of opening the sluice without delay; and

(*b*) Whether there is any insurmountable difficulty to open the sluice now even after six months of this order ?

Chief Minister (**Sri C. Kesavan :**)

(*a*) Yes.

(*b*) Lands have to be acquired and hence the delay in completing the work.

SALT MANUFACTURE AT MALIPURAM

*855 [61] **Sri M. I. Paul :** Will the Hon'ble Minister for Industries, Excise and Local Self Government be pleased to state :

(*a*) how many acres of land have been set apart at Malipuram for salt manufacturing :

(*b*) how many acres of land have been actually assigned to the party concerned for the operation and out of which what area is actually under operation ;

(*c*) the terms and conditions made in the agreement between the Government and the party concerned; and

(*d*) whether it is a fact that effective fishing is being done by the party from a portion of this area; if so what action has been taken on that ?

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Chief Minister **(Sri. C. Kesavan)** :

(*a*) An area of 200 acres has been set apart at Malipuram for salt manufacture.

(*b*) 20 acres of land were actually assigned to the party in 1948. In 1949, an additional area of 50 acres was also sanctioned for manufacturing operations. The entire area is used for manufacture of salt.

*(*c*) Copy of the lease deed is placed on the table.

(*d*) No effective fishing is being carried on, on the spot.

**Vide answer to part (c) of question No. 855.*

Lease deed executed this the twenty seventh day of Kanni 1124 corresponding to the thirteenth day of October 1948 by M. O. Thomakutty, Mattanchery, Cochin (herein after called the lessee) of the one part and the Chief Secretary to the Government of Cochin, for and on behalf of the Cochin Government hereinafter called the lessor of the other part.

Whereas the lessees offer for the manufacture of salt on the Poramboke lands mentioned in the subjoined schedule in response to Government Notification No. 115 dated 15th May 1947 (1st Edavam 1122) has been accepted by the Government the lessee hereby agrees to abide by all the terms and conditions as set forth hereunder *viz.*,

1. The lease shall be subject to the provision of the Cochin Salt Act, V of 1083 and the rules in force from time to time regarding the manufacture of salt in Cochin State.

2. For the present the lessee is prepared to take on lease only the 20 acres of land already experimented on by Government and for this an yearly rent at Rs. 5 per acre will be paid by him to the Government. Government will, however, have the right to raise the rent up to Rs. 10 per acre per annum, when Government think that the working of the concern justified such enhancement. The question of taking on lease far the same rent the remaining 180 acres set apart for salt manufacture will be decided with mutual consent after a period of five years.

3. The lease shall be for a period of 25 years beginning from twenty seventh day of Kanni 1124 in the first instance subject to renewal for another period of 25 years at the option of the Government and according to revised conditions to be entered into then.

4. All works connected with the lay out, maintenance and upkeep of the salt pans, reservoirs, condensors, bunds, bridges, channels, platform, drying ground etc., intended for the manufacture and transport of salt to the place of storage or for the protection of the area from floods will be executed by the lessee at his own cost.

5. All salt manufuctured in the area shall be dried on drying grounds and taken to the temporary sheds to be constructed by the lessee at his cost and from there transported to the Government godowns at the depot at Malipuram and weighed and stored in such godowns under Government supervision. All charges in connection with transport and storage of salt from the place of manufacture to the temporary sheds and from there to the Government depot will be borne by the lessee. No godown rent is payable for the storage at the Government depot.

6. (*a*) The purchase price for each of the first five years of the lease shall be the average cost price to Government for a maund of salt imported for the year from Bombay, Tuticorin or other places or Re. 0—4—0 less per maund than the market price of salt in Calicut in that year whichever is lower.

(*b*) For salt manufactured in the area during the remaining period of 20 years the price to be paid by the Government shall be that which is fixed by the Government for each year taking into consideration the cost of production, the

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prevailing price at the time in Travancore, Fort Cochin and Calicut together with a margin of profit deemed reasonable by Government or Re. 0—4—0 less per maund than the market price of salt in Calicut, whichever is less even if the cost of production incurred by the lessee happens to be more than the purchase price thus fixed by Government.

(c) The price fixed by the Government under conditions (a) and (b) above will be final and binding on the lessee and is not liable to be questioned in a court of law.

7. The lessee will surrender to the Government the entire quantity of salt manufactured up to the limit of the State's requirements as fixed by the Commissioner of Excise from time to time, the price being paid by the Government.

8. The lessee will be at liberty to sell the surplus quantity of salt manufactured if any outside the State with the permission of the Government, paying to the Government such duty or cess on every maund to salt so sold at the rates prevailing at the time.

9. In case the working of the lease for the first five years proves successful and the lessee takes up a lease of the balance of 180 acres, the lessee agrees that the sum of Rs. 62,500 will be paid to the lessor in 20 annual instalments of Rs. 3,125.

10. The lessee will have full and free use of the salt pans already laid, the reservoir, protective bunds, channels and other works so far carried out at Government expense.

11. Government will maintain an establishment to supervise and watch the manufacture, weighment, storage, etc., of salt manufactured in the area. After a period of 5 years, it will be decided by mutual consent what portion, if any, of such charges is to be met by the lessee.

12. If the salt manufactured in the area is declared to be unfit for human consumption on analysis by the Public Analyst all such salt shall be destroyed at the expense of the lessee in the immediate presence of the Commissioner of Excise. The cost of analysis of the samples of salt will be borne by the lessee from time to time whenever the Commissioner of Excise directs that samples should be sent up for analysis by the Public Analyst.

13. Government will be adopting the following method to test the quality of salt manufactured. After every 3rd scraping, the salt pans will be entirely emptied of the litterns and no salt will be scraped when the density of the brine in the pans exceeds 30 degrees Reasume. At the close of the manufacture the lessee will drain off all brine from the pans to the satisfaction of the Factory Officer in such a manner as to prevent the formation of spontaneous salt. If the Factory Officer is of opinion that the salt manufactured is of bad quality and therefore unacceptable he will cause it to be destroyed as unfit for human consumption. When the salt is deemed to be below standard quality samples of the salt will be sent for analysis and the lessee is bound to abide by the results of such analysis before storage is permitted.

14. The lessee shall not be a supplier of salt or one interested directly or indirectly in the supply of salt to the state from outside. He will not during the currency of the lease undertake any such supply or have any kind of interest in such supply. The lease will be liable to be terminated if Government are satisfied that the lessee has interest in any contract for the supply of salt to Government other than the supply under the terms of this lease.

15. As security for the proper performance of the terms of the lease and to indemnify the Government from all reasonable loss consequent on non-compliance

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by the lessee of the terms of the lease, the lessee has deposited a sum of Rs. 2,500 (Rupees two thousand and five hundred only) in the Cochin Kanayannur Treasury as per receipt No. 1123 dated 20th Kumbham 1123 in favour of the Chief Secretary to Government. Additional security at the rate of Rs. 125 per acre will be furnished by the lessee when the remaining 180 acres of land set apart for salt manufacture, are also taken on lease by him.

16. The lessee shall undertake to carry on the manufacture of salt with due enthusiasm and diligence and make every effort to develop the manufacture of salt with a view to attain the best possible results.

17. Government have every right to terminate the lease at any time during the aforesaid 25 years if the lessee fails to carry out successfully the manufacture of salt either on account of want of financial resources or negligence or any other avoidable cause or if the lessee fails to carry on the terms of the lease. The loss that may be sustained by the Government in the event of termination of the lease shall be set off from the amount of security deposited by the lessee and if that amount be found insufficient, the balance shall be recoverable from him as an arrear of revenue under the provisions of the Cochin Revenue Recovery Act.

18. On the termination of the lease or on the expiry of the lease after the period of 25 years, the lessee will surrender to Government the whole area with all improvements made thereon at his cost, without claiming any compensation from Government. In the event of resistance or refusal to surrender the area as aforesaid Government will have the right of re-entry into the leased area without recourse to a Court of Law.

In witness whereof the aforesaid parties have hereunto signed this lease deed.

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Schedules

District	Taluk	Village	Desam	Survey No.	Sub Division No.	Extent		Description	Boundaries			
						Serial No.	Acre Cent		North	South	East	West
Narakkal	Cochin-Kanayannur	C. S. Elankunnapuzha	Malipuram	1230	1	1	0 19	മുപ്പിങ്ങാക്കന്നത്തിനു പടിഞ്ഞാറായി കിടക്കുന്ന 20 സെന്റ് സ്ഥലം	Panchayat Road	Sy. No. 1346/2, 1345/4-7, 1393 എന്നീ പുരയിടങ്ങൾ	Sy. No. 1231—1232. 1234/3 എന്നീ നമ്പരുകളിൽ പെട്ട പുരയിടം	Sy. No. 1392—1396/1 & 2, 13 & 5 എന്നീ നമ്പരുകളിലെത്തിനും തിരിച്ചുള്ള പുരയിടം
					2	9	0 95					
				1233	1	3	0 82					
					2	4	0 31					
					3	5	0 04					
				1234	1	6	0 47					
				1341	1	7	1 62					
				1342		8	2 63					
				1343		9	3 64					
				1344		10	3 83					
				1345	1	11	0 52					
					4	12	0 06					
					5	13	0 26					
				1346	6	14	2 26					
					1	15	1 69					
				1386		16	0 61					
				1386	1	17	1 92					
					2	18	0 06					
				1393		19	0 51					

In the presence of

(Sd.)
M. O. Thomakutty

(Sd.)
2. M. Krishna Menon,
Clerk, Office of the
Commissioner of Excise

(Sd.)
Commissioner of Excise

(Sd.)
Chief Secretary to Government

(True copy)

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